

**BEFORE THE
MISSISSIPPI PUBLIC SERVICE COMMISSION**

IN RE:

**PETITION FOR EMERGENCY
RELIEF AND REQUEST FOR
STANDSTILL ORDER BY THE
MISSISSIPPI INCUMBENT
RURAL INDEPENDENT
TELEPHONE COMPANIES**

DOCKET NO. 03-AD-235

The Mississippi Incumbent Rural Telephone Companies (the "Independents")¹ respectfully submit this Petition to seek emergency relief and a standstill order directing BellSouth Telecommunications, Inc. ("BellSouth") (TC-123-0001-00) to maintain all existing contractual arrangements and to honor all effective Independent intrastate tariff terms and conditions with respect to access and interconnection services provided by each Independent to BellSouth. In support of its Petition, the Independents show the following:

1. Each of the Independents is a rural incumbent local exchange carrier serving rural areas of the State of Mississippi pursuant to Certificates of Public Convenience and Necessity granted by this Commission.
2. The Independents participate in the provision of several end to end telecommunications services that are provided over network facilities interconnected to

¹ Attachment A sets forth the names of each Independent which is a party to this Petition.

BellSouth. These services include: intraLATA switched interexchange services; intraLATA private line interexchange services; Area Calling Plans ("ACPs"); and Extended Area Service ("EAS"). The interconnection arrangements, terms and conditions between each Independent and BellSouth with respect to each of these services is governed either by intrastate tariffs or contracts which have been implemented under the authority and subject to the supervision and oversight of the Commission.

3. With respect to the provision of intraLATA switched interexchange services, each Independent has implemented intraLATA equal access. Where an end user customer is provided basic local service by an Independent, that customer may elect to utilize an intraLATA toll provider of his or her choice including BellSouth. When the customer originates an intraLATA toll call, the Independent provides the intraLATA toll carrier (i.e., BellSouth or an alternative carrier chosen by the customer) with originating access service and charges the toll carrier for this service in accordance with the Independent's effective access tariff. When BellSouth or any other intraLATA toll provider terminates a call to an end user customer served by an Independent, that Independent provides the toll carrier with terminating access service and assesses charges in accordance with its lawfully filed tariff. Accordingly, with respect to intraLATA toll services and the termination of interexchange services, each Independent treats BellSouth and all similarly situated intraLATA toll carriers in the same manner by providing originating and terminating access services pursuant to the terms and conditions of the Independent's filed tariff.

4. The Independents understand from BellSouth that BellSouth has entered into arrangements with numerous wireless or commercial mobile radio service ("CMRS") providers and competitive local exchange carriers ("CLECs") to provide these carriers with transportation

and termination services including termination to the networks of the Independents. The Independents have not been privy to these arrangements. BellSouth has utilized the existing intraLATA interexchange network and "C trunk" connections to the Independents in order to provide the transport and termination services to the CMRS carriers and CLECs. The Independents further understand that BellSouth purports that it has compensated each Independent through April 9, 2003 for the termination services associated with this traffic in accordance with the existing and effective arrangements subject to the approval of the Commission.

5. BellSouth has notified the Independents that it will, unilaterally and without Commission approval, terminate effective April 9, 2003 the existing contractual arrangements regarding payments to the Independents for the termination services associated with certain CMRS traffic carried by BellSouth.² At the same time, however, BellSouth makes clear its intent, irrespective of its purported contract "cancellation," to continue to provide CMRS carriers with continuing services over the very same intraLATA interexchange network as it presently provides, **including utilization of BellSouth's existing interconnection to the Independent networks to terminate the traffic.** In other words, BellSouth has not "cancelled" the contract; *it seeks only to avoid its payment obligations under the contract while it continues to enjoy the very interconnection arrangement that is the subject of the contract.*

6. Other than the existing arrangements established between the Independents and BellSouth, no other terms and conditions exist that provide BellSouth with a right to terminate this or any traffic to any Independent network in the absence of mutual agreement among all parties. BellSouth has unilaterally notified the Independents that BellSouth and certain CMRS

providers have elected to move to “meet point billing” of the traffic. This asserted election of so-called “meet-point billing” was apparently undertaken by BellSouth and the CMRS carriers in the absence of any involvement or concurrence by any Independent. Apparently, BellSouth believes that in Mississippi, it has both a right to avoid its obligations and some apparent authority to impose new business terms and conditions on the Independents unilaterally, arbitrarily, and without Commission approval.

7. The Independents respectfully submit that BellSouth has no such right or authority, and, accordingly, that the need for the emergency relief requested herein arises as a result of the arbitrary and unilateral actions that BellSouth has undertaken. BellSouth has apparently acted unilaterally to avoid its obligations, to attempt to create rights for itself that simply do not exist, and to impose unauthorized and improper business arrangements on the Independents. The Independents urge the Commission to act expediently to ensure that BellSouth is not permitted to avoid its obligations to compensate the Independents for the interconnection for which it bargained and continues to utilize.

8. As the Commission is aware, the Independents have participated and expressed willingness to continue to participate in good-faith negotiations with BellSouth to address numerous issues associated with intercarrier relationships and arrangements, including those related to BellSouth’s transport and termination of CMRS traffic through the intraLATA interexchange network. While the Independents members remain ready, willing and able to participate in good-faith negotiations with BellSouth, they will not do so under circumstances whereby BellSouth has pointed a figurative gun at their heads and literally aims and fires unilateral actions that both deprive the Independents of compensation under existing

2 See, Attachment B, Correspondence of April 3, 2003, BellSouth Attorney Parkey Jordan to Stephen G.

arrangements and purport to alter those very arrangements without Commission approval.

9. In the absence of mutual agreement, good-faith negotiation, and the approval of this Commission, BellSouth has proceeded to attempt unilaterally to institute significant changes in its intercarrier service arrangements with the Independents by claiming to terminate its obligations to pay the Independents. BellSouth has arbitrarily announced that, pursuant to agreements it has reached with CMRS carriers - agreements reached in the absence of ILEC participation or opportunity to negotiate - it will cease providing compensation to the Independents with respect to traffic originated on the networks of the CMRS and transported by BellSouth to an Independent's network under the existing arrangements. Each Independent, by the filing of this Petition for Emergency Relief, rejects BellSouth's purported notice of "contract cancellation." BellSouth should not be permitted to benefit from the continuation of the existing interconnection arrangement while avoiding its obligations under that arrangement. Moreover, BellSouth should not be permitted unilaterally to implement changes in interconnection terms and conditions, contrary to the existing regulatory requirements and the Commission ordered and approved contractual terms and conditions, and without regard to the impact on the Independents and their customers.

10. The interconnection arrangements, terms, and conditions between BellSouth and the Independents have been established in the past through mutual negotiation, Commission examination and oversight of the terms and conditions, in a manner consistent with all applicable law, rules, and regulations. Unfortunately, BellSouth's recent actions whereby it has elected to disregard its commitments, and its apparent position that it has the right to impose, by fiat, new

Kraskin, counsel to the Independents.

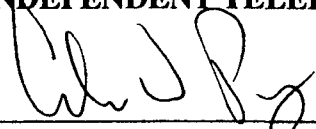
interconnection business terms and conditions on the Independents now gives rise to the extraordinary need for emergency Commission action.

WHEREFORE, the Independents respectfully request that the Commission issue an order directing BellSouth to standstill and abide by all existing contractual terms and conditions, pending the conclusion of all appropriate processes and procedures, either formal or informal, required to establish any new terms and conditions determined either by mutual negotiation or regulatory requirement.

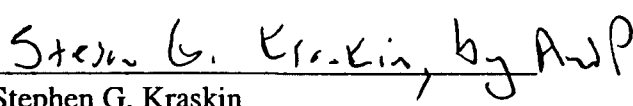
Respectfully submitted,

**THE MISSISSIPPI INCUMBENT RURAL
INDEPENDENT TELEPHONE COMPANIES**

By:



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April 8, 2003

CERTIFICATE OF SERVICE

I, Alan W. Perry, do hereby certify that I have complied with the Public Service Commission's rule regarding the filing of documents by causing to be served via hand delivery, the original and 14 copies of the foregoing pleading, to the Commission at the following address:

Executive Secretary Brian Ray
Mississippi Public Service Commission
Woolfolk State Office Building, 2nd Floor, Room 237
501 N. West Street
Jackson, Mississippi 39201

I hereby further certify that I have caused to be served via United States mail, postage prepaid, one copy of the foregoing pleading, addressed as follows:

BellSouth Telecommunications, Inc.
Attn.: Larry Greer, Regulatory
Post Office Box 811
Jackson, Mississippi 39205-0811

I hereby further certify that I have caused to be served via hand delivery one copy of the foregoing pleading at the following address:

BellSouth Telecommunications, Inc.
Attn.: Larry Greer, Regulatory
703 Landmark Center
E. Capitol Street
Jackson, Mississippi 39201

This the 8th day of April, 2003.



ALAN W. PERRY

ATTACHMENT A

The Mississippi Incumbent Rural Telephone Companies

ALLTEL Mississippi, Inc.	TC-120-0028-00
Bay Springs Telephone Company	TC-120-0008-00
BPM Noxapater Telephone Company	TC-120-810-00
Bruce Telephone Company	TC-003-0014-00
Calhoun City Telephone Company	TC-003-0015-00
Decatur Telephone Company	TC-003-0005-00
Delta Telephone Company	TC-100-0018-00
Franklin Telephone Company	TC-123-009-00
Frontier Communications of Mississippi, Inc.	TC-123-1268-00
Fulton Telephone Company	TC-003-0007-00
Georgetown Telephone Company	TC-120-0077-00
Lakeside Telephone Company	TC-020-0865-00
Mound Bayou Telephone Company	TC-100-0866-00
Myrtle Telephone Company	TC-003-1388-00
Sledge Telephone Company	TC-100-0006-00
Smithville Telephone Company	TC-003-0027-00
Southeast Mississippi Telephone Company	TC-020-1055-00

ATTACHMENT B

-----Original Message-----

From: Jordan, Parkey [mailto:Parkey.Jordan@bellsouth.com]
Sent: Thursday, April 03, 2003 9:13 AM
To: 'Steve Kraskin'
Subject: RE: Mississippi

Steve,

Thanks for your message. I know my clients are eager to resolve as many issues as we can. I appreciate your willingness (and that of your clients) to meet with us. Please let me know some dates that you and your clients are available to meet with us, and I will pass those on to my clients for coordination.

With respect to the payments for CMRS transit traffic, BellSouth had last agreed to push out the termination date of the existing agreements to April 9, 2003. During this last extension, no progress has been made toward reaching another agreement. BellSouth values our relationship with the ICOs in Mississippi, and we realize that the parties must continue to exchange traffic and provide services to each other. Accordingly, my clients have agreed to leave in place temporarily, pending negotiations for a subsequent agreement, the existing agreements between BellSouth and the ICOs, with the exception of Annex 117 relating to wireless traffic. That Annex will terminate on April 9, pursuant to our prior notices, and BellSouth will cease payments to the ICOs for those CMRS carriers that have converted to Meet Point Billing. Thus, BellSouth will pay the ICOs for usage through April 9 pursuant to Annex 117. Thereafter, your clients must make arrangements to bill and collect such payments from the CMRS carriers.

Parkey Jordan
BellSouth Telecommunications, Inc.
404-335-0794

-----Original Message-----

From: Steve Kraskin [mailto:skraskin@klctele.com]
Sent: Wednesday, April 02, 2003 9:48 AM
To: 'Jordan, Parkey'
Subject: Mississippi

Parkey

I was on a call with the Mississippi group late yesterday. They directed me to reiterate their continued willingness to meet with BellSouth to present the plan they developed in response to the October meeting, and to discuss and attempt to address all other issues.

Can you confirm whether BellSouth is continuing to compensate the Mississippi Independents under the existing agreements, or whether BellSouth has or will discontinue compensation payments where BellSouth maintains that a conversion to "meet point billing" has taken place (or has or will discontinue payments on any other basis)?

**FORMAN
PERRY
WATKINS
KRUTZ &
TARDY, PLLC**

ATTORNEYS AT LAW

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April 8, 2003

VIA HAND DELIVERY

Brian U. Ray
Executive Secretary
Public Service Commission
501 North West Street
201-A Woolfolk State Office Building
Jackson, Mississippi 39201

IN RE: Petition for Emergency Relief and Request for Standstill
Order by the Mississippi Incumbent Rural Independent
Telephone Companies

Dear Mr. Ray:

Enclosed is an original and fifteen (15) copies of a **Petition for Emergency Relief and Request for Standstill Order by the Mississippi Incumbent Rural Independent Telephone Companies**. A copy of this letter is being served by hand delivery upon Larry Greer at 703 Landmark Center, Jackson, Mississippi.

As you will readily observe, the Petition requests emergency relief, and I will be calling you to discuss the appropriate procedures to place this time sensitive matter before the Commission.

Additionally, please stamp one of the extra copies "Filed" and return to me via our office courier. Thank you for your assistance in this matter.

Sincerely yours,

FORMAN PERRY WATKINS KRUTZ & TARDY, PLLC


Alan W. Perry

AWP/aak
Enclosures

cc: Larry Greer (via hand delivery and U.S. mail, w/ enc.)

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